

MR. SIMPSON'S CARD.

The Case of Brass vs. Kenck as Seen from His Standpoint.

Editor Independent: Having noticed an article in Thursday's issue, under the heading "How to make Money," in the case Brass vs. Kenck, and as this is the second time reference has been made as to my connection with said case, and as matter have been published which is foreign to this case, and with the avowed aim and intention of injuring me, I consider it is high time for me to reply. I will take up the charges, and reply to them in rotation as they are published.

First, the witness John O'Neil, the Napoleon Lalonde case. It was upon the statements of said O'Neil and condition of the land that Mr. Lalonde first concluded to file a contest in said Samuel H. Kennett, D. L. entry No. 534. Mr. O'Neil represented to Mr. Lalonde that he, O'Neil, had about a year and a half ago, filed a contest against same tract of tract, that the reason he allowed contest to go by default was that Kennett promised him eighty acres of said land (which O'Neil coveted) if he would not appear. That said Kennett failed to do as he agreed, consequently O'Neil was incensed and declared himself a ready and willing witness for Lalonde. Mr. Lalonde desiring a piece of land near Helena for a homestead, concluded to file a contest. Said land had been contested in 1887 I think by one E. Busack, and allowed to go by default, again contested in 1888 by said O'Neil, allowed to go by default. Mr. Lalonde in good faith proceeded to prepare for the hearing. Some time in June Mr. O'Neil wrote to Mr. Lalonde and told him that he (Lalonde) was very foolish to contest this land, as it was money thrown away, and finally offered him (Lalonde) \$100 to withdraw contest, and sign papers which would implicate me, which Mr. Lalonde indignantly refused to do. A few days after Mr. B. T. Burton, attorney, (and who is now an aspirant, as I am told, for the position of register in the local land office) went to Mr. Lalonde and offered him \$50 more to withdraw contest, making altogether \$150. Burton also told Lalonde that he could not win the contest and used every effort to persuade Lalonde to withdraw. Mr. Lalonde who is a young man inexperienced in such matters made up his mind that he had a big fight on his hands, allowed contest to go by default, and although O'Neil and Burton promised him the money they never paid him, in connection with this case further I will state that I never received or expected any consideration.

Second—In the Mrs. Lambden case, Lambden vs. Botkin, I never received or expected any consideration, and never told this man O'Neil that I did.

Third—As to the plan of showing patented lands to settlers, and for a consideration offering to locate said settlers, this is a lie, malicious and criminal, and no one but a scoundrel would make such an assertion. I challenge O'Neil to prove it.

Fourth—As to the "bilk" business, this is a lie, and I challenge O'Neil to prove it; but one word more in this connection. Mr. A. H. Bradley, of the firm of Bradley & Lalonde, being desirous of obtaining a piece of land to make a home, I told him that this man O'Neil had told me that there was 320 acres of land in sec. 12, tp 9, n. 2 west. I think that had been taken up by Mr. McComas, of the firm of Platt & McComas, and that McComas would relinquish for \$50. Mr. Bradley saw Mr. McComas and paid him \$50 to relinquish, which he did. I will say that the consideration in this case was to be \$100, \$50 to O'Neil and \$50 to me. I told Mr. Bradley he could pay me at any time when he got ready. Mr. O'Neil wanted his pay at once, and did receive it. When Mr. Bradley went to the land office to make a filing on said 320 acres, he was informed that land had been set aside as mineral, but if it was not mineral everything would be all right. Since then the government has set aside the said section 12, township 9 north, range 2 west, as a storage reservoir. I told Mr. Bradley that in consequence he did not owe me anything. Mr. Bradley went to O'Neil and made a demand for his money back. O'Neil refused to pay him back. Now who is the "bilk"? Bradley & Lalonde have a jewelry store on Broadway near the Merchant's hotel, where they can be seen at any time as to the truth of these statements.

Now as to the man Steinbrenner, I did go to him in regard to land, as I had understood he wanted some land, and offered for the sum of \$50 to locate him 240 acres of land in sections 22 and 23, township 10 north, range 2 west. Said land had been taken up and relinquished, and said relinquishment is on file in the land office. He finally concluded that he did not want it. Now as to Mr. Steinbrenner's father, in connection with the Brass vs. Kenck. Here is a copy of an affidavit made by Phillip Brass, the contestant in said case (the original of which, by the way, accompanied by some thirty-five others, is in the office of the Hon. J. W. Noble, secretary of the interior in Washington, D. C.).

TERMINAL OF MONTANA, County of Lewis and Clarke. Phillip Brass being duly sworn, deposes and says that he is a resident of Lewis and Clarke county, Montana; that on or about the 15th of March, 1889, he of his own free will filed a contest against the desert land entry No. 231, of Chris Kenck, and hearing was ordered, day set for trial Oct. 14, 1889. One Z. T. Burton, attorney for Kenck, has been brow-beating and bulldozing witnesses all through the trial. Register Sam'l Langhorn has had to refer to keep order and prevent trouble. On Oct. 19, 1889, while evidence in said contest was being taken in land office, I was approached by one John Steinbrenner (an intimate friend of Burton and also Kenck) came to me and offered me the money to withdraw contest, which I refused to accept.

PHILIP BRASS. Personally came before me this 19th day of —, 1889, Phillip Brass, whom I believe to be a man of truth and veracity, and to whom I think full credit should be given, and to whom the contents of the foregoing affidavit was read, he being a German and not able to read and understand English thoroughly, and he of his own free will and accord subscribed and made oath according to law.

W. J. HUNTER, Notary Public, in and for Lewis and Clarke County, M. T.

Now as to the man E. W. Beattie, as the public may not know who he is, I will state that his name was quite conspicuous in connection with a suit to recover, brought by the widow or a brother of the said E. W. Beattie only about a year ago. Comment is unnecessary.

Now the idea of Mr. Beattie giving such testimony in the Brass vs. Kenck contest case, when the barns referred to are about ten long miles from said land. If said Mr. Burton had not the check of a government mule and as little sense as an army gray back he would never introduced this evidence, it is the very worse thing he could do; it is foreign to said case. But to proceed, in September I approached Mr. Beattie to know what he would take for some old barns situated on Hoback near corner of Eleventh avenue, as I had been told that he wanted them removed. He said that he did want them torn down, but did not know their value. He would have to have them appraised, but said he thought \$10 or \$15 would be the amount he should want for them. I incidentally remarked that I thought that \$15.00 would cover the cost of appraising, however he said he would let me know later. He came to my house one morning a few days later and said that he would like to have my oldest boy (a lad of 16,) drive around with his wife that afternoon. I finally consented to keep the boy from school and let him go to accommodate Mr. Beattie, for which services rendered the boy received the magnificent sum of

15 cents. Mr. Beattie at this time had not made up his mind whether he would accept my offer (\$15.00,) which I made for the said buildings, (a sample of which, one board is on exhibition at the office of county attorney elect Mr. Nolan,) but said he should have some men appraise buildings. At this time I rented the barn for which I was to pay \$2.50 per month, but did not at the time pay, as I had my money up on Toole, (and won,) but could not get the discouraged parties with whom I bet to pay (and by the way they have not paid yet) Some two weeks afterwards I met Mr. Beattie in the Merchants hotel one evening, and he of his own free will and accord and without any brow-beating on my part generously offered to let the buildings for \$15. No more was said until some time about the 15th of Oct. I employed men to demolish the said buildings and proceeded to move lumber, when to and behold the said Beattie appeared to me one morning about sunrise and then and there demanded to know of what right I removed said buildings. I replied that although I had not paid for them, that I was then and there prepared to pay for said buildings, that I had bought them from him and that he was a number one prevaricator if he said I had not. He threatened then and there to have me arrested, but finally concluded to accept the \$15. He incidentally remarked at this time that he could sell the buildings for more money and had sold them, for which I have his John Hancock.

Respectfully,
R. P. SIMPSON.

Helena, Nov. 7, 1889.

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The Lady

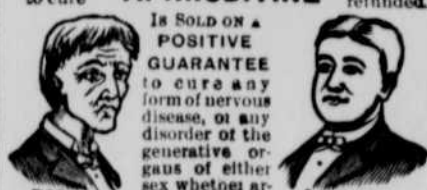
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